



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

DO NOT ENCUMBER

|   |              |                                 |              |  |                              |   |    |
|---|--------------|---------------------------------|--------------|--|------------------------------|---|----|
| <input checked="" type="checkbox"/> New   | Vendor Code  |                                 | SC           | Dept. DPA                              | A                            | Contract Number                                 |    |
| <input type="checkbox"/> Change   |              |                                 |              |  |                              |   |    |
| <input type="checkbox"/> Cancel   |              |                                 |              |  |                              |   |    |
| County Department<br>Department of Children's Services  |              |                                 |              | Dept. Orgn.                            |                              | Contractor's License No.                        |    |
| County Department Contract Representative<br>Panda Harris   |              |                                 |              | Telephone<br>(909) 388-0320            |                              | Total Contract Amount<br>Not to Exceed \$75,000 |    |
| Contract Type<br><input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other |              |                                 |              |  |                              |   |    |
| If not encumbered or revenue contract type, provide reason: Fee for Service Contract  |              |                                 |              |  |                              |   |    |
| Commodity Code  |              | Contract Start Date<br>09/15/03 |              | Contract End Date<br>09/14/04          |                              | Original Amount<br>\$75,000                     |    |
| Amendment Amount  |              |                                 |              |  |                              |   |    |
| Fund<br>CWS   | Dept.<br>DPA | Organization<br>DPA             | Appr.<br>300 | Obj/Rev Source<br>3205                 | GRC/PROJ/JOB No.<br>PSE146D4 | Amount<br>\$75,000                              |    |
| Fund  | Dept.        | Organization                    | Appr.        | Obj/Rev Source                         | GRC/PROJ/JOB No.             | Amount  |    |
| Project Name<br>Therapeutic Treatment Services  |              |                                 |              | Estimated Payment Total by Fiscal Year |                              |   |    |
|   |              |                                 |              | FY                                     | Amount                       | I/D   | FY |
|   |              |                                 |              | 2003-04                                | \$59,375                     |   |    |
|   |              |                                 |              | 2004-05                                | \$15,625                     |   |    |
| <b>Contract type - 1</b>  |              |                                 |              |  |                              |   |    |

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Children's Services, hereinafter called the County, and

Name

Brent Taylor, MFT

hereinafter called

Contractor

Address

12327 Blanton Lane

San Diego, CA 92128

Phone

Birth Date

(619) 594-3871

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, The County desires to provide counseling services and treatment plans (Therapeutic Treatment Services) for children and families who are victims of abuse/neglect or who are at risk of such circumstances as determined by County investigations; and

**WHEREAS**, County has been allocated Child Welfare Services and STOP (Supportive and Therapeutic Options Program) funds to provide such services; and

**WHEREAS**, County finds Contractor qualified to provide Therapeutic Treatment Services; and

**WHEREAS**, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW THEREFORE**, County and Contractor mutually agree to the following terms and conditions:



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***ATTACHMENT A – MAXIMUM STANDARD FEE SCHEDULE***

***ATTACHMENT B – DEPARTMENT OF CHILDREN’S SERVICES REGIONAL OFFICES***

## I. DEFINITIONS

- A. **Abuse** - Physical, sexual, willful cruelty, unjustifiable punishment, unlawful corporate punishment or neglect inflicted on an individual or persons by another individual or persons.
- B. **Board of Psychology (BOP)** - The branch of the California Department of Consumer Affairs that oversees licensing requirements and professional conduct for individuals practicing psychological services.
- C. **Board of Behavioral Sciences (BBS)** - The branch of the California Department of Consumer Affairs that oversees licensing requirements and professional conduct for individuals practicing marriage, family and child counseling and/or clinical social work.
- D. **Contractor** - The applicant or proposer selected to enter into an agreement with the County to provide services pursuant to RFQ HSS 01-06.
- E. **Department of Children's Services (DCS)** - The County of San Bernardino Human Services System department that administers programs designed to address child abuse and neglect in San Bernardino County.
- F. **Licensed Clinical Social Worker (LCSW)** - License holders are authorized to employ psychotherapeutic techniques, among other services, with individuals, couples, families, and groups to improve the clients' quality of life.
- G. **LiveScan** - Background check and fingerprinting system that entails taking an "electronic" picture of an individual's fingerprints which is automatically transferred, along with personal descriptor information, to central site computers at the Department of Justice.
- H. **Marriage and Family Therapist (MFT)** - License holders are authorized to employ psychotherapeutic techniques with individuals, couples, families, and groups to improve the clients' interpersonal functions. [Prior to 07/01/99 license title was "Marriage Family and Child Counselor" (MFCC)].
- I. **Marriage Family and Child Counselor (MFCC)** - Licenses issued prior to 07/01/99 authorized holders to employ psychotherapeutic techniques with individuals, couples, families, and groups to improve the clients' interpersonal functions. [Effective 07/01/99 license title changed to "Marriage and Family Therapist" (MFT)].
- J. **Neglect** - Acts and omissions by a person or persons responsible for an individual's (usually a child) welfare who maltreats or mistreats under circumstances indicating harm or threatened harm to the individual's health or welfare.
- K. **Psychological Evaluation** - A system of assessing an individual's development, behavior, intellect, personality, emotional and social functioning. Methods that may be used by the therapist may include but are not limited to interviewing and observing the client and administering mental competence tests. Only a Licensed Psychologist or Psychiatrist may perform this service for the Department of Children's Services.
- L. **Psychological Test** - A professionally developed instrument used to measure an individual's skills, abilities and thoughts that may help mental health professionals make a more reliable and valid diagnosis than can be obtained from personal observations only. Only a Licensed Psychologist or Psychiatrist may perform this service for the Department of Children's Services.
- M. **Routine Reports** - Quarterly Progress Reports provided to Social Worker that shall be appropriate for inclusion in the report to the court.

## I. CONTRACTOR THERAPEUTIC TREATMENT SERVICE RESPONSIBILITIES

- A. Accept clients (children and families) referred by the Department of Children's Services who are victims of abuse/neglect or who are at risk of such circumstances as determined by County investigations. The primary client base to be served are individuals who cannot be served with CAPIT or PSSF contract funding and who are ineligible for Medi-Cal and not covered under private insurance plans. Therapeutic Treatment Services contracts are designed to cover DCS children and families who do not have any other method to pay for therapeutic services.
- Contractor must receive a **completed and signed** referral form (DCS 13.5-E CWS) from the County before rendering services.
  - Contractor must make every reasonable effort to ensure that clients referred are not eligible for Medi-Cal or other private insurance plans.
  - Contractor must follow billing instructions on referral form DCS 13.5 E CWS.
- B. Provide one or more of the following services as deemed appropriate and necessary on a case-by-case basis:
1. Administer in-depth psychological tests
    - Psychological tests must be administered by a licensed psychologist or psychiatrist and shall not exceed a four-hour maximum.
  2. Perform psychological evaluations and assessments
    - Psychological evaluations and assessments must be conducted by a licensed psychologist or psychiatrist and shall not exceed an eight-hour maximum, including testing, evaluation and report writing.
  3. Conduct bonding/attachment assessments
    - Bonding/attachment assessments conducted by licensed psychiatrists or psychologists shall not exceed a three-hour maximum.
    - Bonding/attachment assessments conducted by LCSWs, licensed MFTs, MFCCs shall not exceed a four-hour maximum.
  4. Conduct one-on-one, group and family therapy sessions.
  5. Engage children in innovative counseling techniques.
- Specific services to be delivered under this agreement are indicated on Attachment A.
- C. Contractor, in conjunction with the social worker, shall devise culturally sensitive treatment plans that include strengths-based and holistic family-based therapeutic intervention strategies that will improve the emotional and psychosocial well being of the child and family unit and prevent future individual and family crises/abuse.
- D. Contractor shall develop and maintain professional and therapeutic relationships with all County-referred clients.

- E. Services are to be provided in the following geographic region(s) of the County of San Bernardino:

| Geographic Region Served |   |
|--------------------------|---|
| X                        | West Valley (Rancho Cucamonga, Ontario, Fontana)                  |
| X                        | Central Valley (Rialto, Bloomington)                              |
| X                        | East Valley (San Bernardino, Colton, Highland, Redlands)          |
|                          | Northern Desert (Victorville, Apple Valley, Barstow, Hesperia)    |
|                          | Eastern Desert (Joshua Tree, Yucca Valley, Twentynine Palms)      |
|                          | Mountain Communities (Crestline, Lake Arrowhead, Running Springs) |
|                          | Mountain Communities (Big Bear)                                   |

- F. Contractor shall develop and maintain professional relationships and open communication lines with County staff.
- G. As specified by the DCS social worker, the Contractor shall provide a variety of verbal and/or routine typewritten reports and recommendations based on psychological tests, psychological evaluations and counseling sessions, bonding and attachment and/or other assessments with the client. The Contractor will provide such information to County social workers and Juvenile Court within three (3) working days from the date the service was requested. These types of reports shall be accomplished without additional charge to the County.
- H. Contractor may be required to provide specialized and/or lengthy typewritten reports (four+ pages) to County social workers and Juvenile Court. These reports will provide summary and detail information from the tests, evaluations, counseling sessions and bonding and/or other assessments and must be provided within two (2) weeks from the date the service was requested. Contractor will be reimbursed at the rate specified in Attachment A for these types of reports.
- I. Contractor shall provide a termination report on all DCS referred clients regardless of the number of sessions attended.
- J. Unless specifically requested by DCS and or the Juvenile Court, reports will not contain recommendations regarding reunification of child and parent. Report will be formatted with the following headings and in the order listed:
- I. **Reason for Referral**
    - Issue referred by DCS
  - II. **Presenting Problem**
    - What does the client see as the problem(s)?
    - What does the therapist see as the problem(s)?
    - What have the client and therapist agreed to address?
  - III. **Assessment**
    - Include any formalized testing (MMPI, DAP, WISC/WAIS, etc.), mental status testing, medical tests as part of the assessment process

**IV. Diagnosis**

- DSM IV #5 Axis

**V. Treatment**

- Include treatment plan

**VI. Progress**

- Identify progress made, if any
- Give examples supporting progress or lack thereof
- Reasons for lack of progress
- Include attendance and participation

**VII. Prognosis and Recommendations**

- Include prognosis for remediation of referring problem and the number of sessions in which this will be accomplished
- Include goals and objects that will be addressed and resolved in the coming sessions.
- Identify treatment methods to be used to achieve goals / objectives

- K. Maintain a case file for each DCS referred client that should include but is not limited to family history questionnaire, case notes and reports, assessments and results of psychological tests/evaluations and bonding/attachment assessments and treatment plan(s).
- L. If necessary, Contractor shall appear and testify in Court as to the progress that the client is making or has made. Contractor will be reimbursed at the rate specified in Attachment A.
- M. Contractor shall maintain a tracking system to ensure that County-referred clients are not eligible to receive therapeutic treatments/counseling services under Medi-Cal or other private insurance plans.
- N. Ensure that under no circumstances, shall a client referred by the Department of Children's Services (DCS)/Child Protective Services (CPS) and served under this Contract be required to compensate the Contractor for any therapeutic or counseling services, including fees for missed or cancelled appointments.
- O. Contractor shall adhere to California Board of Behavioral Sciences (BBS) and/or California Board of Psychology (BOP) rules regarding supervision of professional services provided by interns, associates and assistants.

**III. CONTRACTOR GENERAL RESPONSIBILITIES**

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
- B. Without the prior written consent of County, this Contract is not assignable by Contractor either in whole or in part.
- C. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

- D. Inaccuracies or Misrepresentations: If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- E. Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the Assistant County Administrator – Human Services System. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
- F. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- G. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- H. Contractor shall notify County of any continuing vacancies and any positions which become vacant during the term of this Contract which will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- I. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify HSS when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.
- J. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- K. Contractor shall require all persons, including but not limited to its officers, agents, employees, volunteers and any subcontractor directly or indirectly involved in administration of services provided under this Contract to comply with the provisions of Section 10850 and 827 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to assure that:

- 1. All applications and records concerning any individual made or kept by any public officer, public agency, or Contractor with the administration of any provision of the W & I Code



relating to any forms of public social services provided under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.

2. No person shall publish, disclose, use, permit or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Contract. Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Contract of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

L. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

1. Assurance that all employees, agents, consultants or volunteers who perform services under this Agreement and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
3. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

M. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

1. DOJ LiveScan fingerprinting may be performed at the County's expense at one of the following locations: (Authorization forms must be obtained from the Department of Children's Services Administrative Resources Division located at 825 E. Hospitality Lane, Second Floor, San Bernardino, CA 92415).

Barstow TAD Office  
1300 Mt. View  
Barstow, CA 92311  
(760) 256-4205

Hesperia TAD Office  
9655 9th Avenue  
Hesperia, CA 92345  
(760) 956-4500

Fontana TAD Office  
7977 Sierra Avenue  
Fontana, CA 92335  
(909) 428-8490

Rancho Cucamonga TAD Office  
10825 Arrow Route  
Rancho Cucamonga, CA 91730  
(909) 466-1393

N. Contractor shall notify County of any staff member, paid, intern or volunteer, who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify

County. To the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify HSS concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

- O. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- P. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
  - 1. Indemnification - The Contractor agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
  - 2. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with minimum limits as shown:
    - a. Worker's Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in amount or form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.
  - b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and

non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

- c. Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 and \$3,000,000 in the aggregate or

Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
5. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
7. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
8. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Q. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

R. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

- S. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.  
  
The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County HSS Contracts Unit.
  2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with County HSS Contracts Unit within 30 days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HSS shall supply a sample of the Plan format. The Contractor shall be monitored by HSS for compliance with provisions of its Civil Rights Plan.
- T. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- U. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, Part 6, California Code of Regulations).
- V. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).
- W. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- X. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County, shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

#### IV. COUNTY RESPONSIBILITIES

- A. County shall refer clients during Contractor's normal business hours of operation. The County shall:
- determine the client's need for services;
  - determine therapist's availability prior to referring child and or family
  - specify *desired* treatment objectives in congruence with the child's/family's case plan;
  - complete the appropriate referral form (DCS 13.5-E CWS);

- fax the completed and signed referral form to the Contractor;
  - mail to the contractor a hard copy of the referral form within five to seven (5-7) business days.
- B. The County does not guarantee a minimum number of referrals and/or clients to Contractor.
- C. County staff shall develop and maintain professional relationships and open communication lines with Contractor.
- D. Compensate contractor per the provisions outlined in Article V of this Contract.
- E. County shall provide technical assistance in carrying out the terms of this contract.

## **V. FISCAL PROVISIONS**

- A. The maximum amount of payment under this Contract shall not exceed \$75,000 annually and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. Contractor shall be paid on a fee-for-services basis per the attached fee schedule (Attachment A) only for services authorized by County and satisfactorily delivered by Contractor.
- C. Contractor will not be compensated for clients' missed or cancelled appointments.
- D. Contractor will not be compensated under this contract for clients who are eligible for Medi-Cal or other private insurance if County determines that Contractor did not take reasonable efforts to verify eligibility.
- E. Contractor shall provide an itemized invoice to the County by the 10th day of each month for clients served during the previous month. Invoices shall be submitted in a format that is acceptable to the County and must include client's name, case number, date(s) of service, description of service(s) and costs of service(s). Additionally, County referral Form DCS 13.5-E CWS and copy(ies) of client sign in sheet(s) verifying attendance on date(s) of service must be attached to the invoice.
- F. Contractor invoices shall identify services rendered by licensed interns or associates and invoiced amounts shall reflect approved rate, if applicable, per Attachment A.
- G. Contractor shall mail invoices to the designated DCS County office and representative as specified on Attachment B.
- H. Fees for services under the terms of this Contract shall be incurred during the contract period except as approved by County.
- I. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- J. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

## **VI. RIGHT TO MONITOR AND AUDIT**

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

## **VII. CORRECTION OF PERFORMANCE DEFICIENCIES**

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, County may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:
  - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
  - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - 3. Withhold funds pending duration of the breach; and/or
  - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
  - 5. Terminate this Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In event of such termination, the County may proceed with the work

in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

## **VIII. TERM**

This Contract is effective as of September 15, 2003 and expires September 14, 2004, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two additional one year periods by mutual agreement of all parties.

## **IX. EARLY TERMINATION**

- A. The County may terminate the Contract immediately under the provisions of Section VII of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant County Administrator – Human Services System is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

## **X. GENERAL PROVISIONS**

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Brent Taylor, MFT  
12327 Blanton Lane  
San Diego, CA 92128

County: County of San Bernardino  
Human Services System  
Attn: Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

County (**Insurance Information Only**):  
County of San Bernardino  
c/o Insurance Data Services  
P.O. Box 12010 – CB  
Hemet, CA 92546-8010

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition



shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this agreement from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- E. No waiver of any of the provisions of the Contract Documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any Contract Document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- F. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- G. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- H. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal and state courts located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

## XI. CONCLUSION

- A. This Contract, consisting of sixteen (16) pages and Attachments A and B, is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed to by the Clerk thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

►  
Dennis Hansberger, Chairman, Board of Supervisors

Dated \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

Brent Taylor, MFT

(Print or type name of corporation, company, contractor, etc.)

By ►  
(Authorized signature - sign in blue ink)

Name Brent Taylor  
(Print or type name of person signing contract)

Title Marriage & Family Therapist  
(Print or Type)

Dated \_\_\_\_\_

Address 12327 Blanton Lane  
San Diego, CA 92128

Approved as to Legal Form

►  
Ruth E. Stringer, County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

►  
Lori Ciabattini, HSS Contracts Unit

Date \_\_\_\_\_

Presented to BOS for Signature

►  
Cathy Cimbalo, Department of Children's Services

Date \_\_\_\_\_

**Auditor/Controller-Recorder Use Only**

☐ Contract Database ☐ FAS

|                   |                 |
|-------------------|-----------------|
| <b>Input Date</b> | <b>Keyed By</b> |
|-------------------|-----------------|

**ATTACHMENT A**

**STANDARD MAX FEE SCHEDULE  
FOR THERAPEUTIC TREATMENT SERVICES**

| <b>Services</b>                | <b>MFT</b>                                       |
|--------------------------------|--|
| Individual Therapy             | \$85/hr  |
| Group Therapy                  | \$55/session/client<br>Max 6 clients per session |
| Bonding/Attachment Assessments | \$75/hr (4 hr max)                               |
| Testifying-Court Services      | \$85/hr  |
| Non-Routine Report Writing     | \$50/hr  |

**Note: There is no compensation for travel.**

**ATTACHMENT B**

**Department of Children's Services  
(Billing) Mailing Addresses**

| <b>Client Referred from:</b>  | <b>Mail Invoice(s) to:</b>   |
|---|--|
| 686 West Mill Street, 2 <sup>nd</sup> Floor<br>San Bernardino, CA 92415-0623<br><br>- or -<br><br>396 North "E" Street<br>San Bernardino, CA 92415-0084   | Department of Children's Services<br>396 North "E" Street<br>San Bernardino, CA 92415-0084<br><u>Attn: RBC Clerk</u>                             |
| 9638 7 <sup>th</sup> Street<br>Rancho Cucamonga, CA 91730   | Department of Children's Services<br>9638 7 <sup>th</sup> Street<br>Rancho Cucamonga, CA 91730<br><u>Attn: RBC Clerk</u>                         |
| 170 North Yucca Street<br>Barstow, CA 92311<br><br>- or -<br><br>1300 Bailey Avenue<br>Needles, CA 92363<br><br>- or -<br><br>56311 Pima Trail<br>Yucca Valley, CA 92284<br><br>- or -<br><br>15480 Ramona Avenue<br>Victorville, CA 92392<br><br>- or -<br><br>16519 Victor Street, Suite 323<br>Victorville, CA 92392 | Department of Children's Services<br>15480 Ramona Avenue<br>Victorville, CA 92392<br><u>Attn: RBC Clerk</u>                                      |
| 412 West Hospitality Lane, 2 <sup>nd</sup> Floor<br>San Bernardino, CA 92415-0913   | Department of Children's Services<br>412 West Hospitality Lane, 2 <sup>nd</sup> Floor<br>San Bernardino, CA 92415-0913<br><u>Attn: RBC Clerk</u> |

